son, 104 Tenn. 591, 58 S. W. 318; *Lacy* v. *Comstock,* 55 Kan. 86, 39 Pac. 1024; *Kelleher* v. *Kernan,* 60 Md. 440; *Roth* v. *Michalis,* 125 Ill. 325, 17 N. E. 809; *Stroup* v. *Stroup,* 140 Ind. 179, 39 N. E. 864, 27 L. R. A. 523. The law of Kansas on this point rests mainly upon two cases: *Lacy* v. *Comstock,* supra, and *Durand* v. *Higgins,* 67 Kan. 110, 72 Pac. 567. In the former case the decision rests upon the invalidity of the instrument as a deed of conveyance, yet the case is disregarded by the court in *Durand* v. *Higgins* as having been decided on another ground. The case last named is decided upon the theory that the reservation of the power of disposition is repugnant to the main object of the grant, and is therefore invalid. This is substantially an application of the rule of construction that the intention of the grantor is to be gathered from the instrument as a whole. In applying this rule, much reliance is placed upon the recital in the instrument that in case the grantee should die before the grantor, the estate should revert, as indicating an intention on the part of the grantor to convey a present interest.

DEEDS—RESERVATION OF RIGHT OF ACTION FOR DAMAGES—LIABILITY OF SUBSEQUENT VENDEE.—Plaintiff conveyed land, reserving in her deed all right of action against a railroad company for damages to her easements of light, air, and access, the action against the railroad company having already been commenced. The reservation clause stipulated that the grantees should sign and execute any and all releases which might be required. A formal agreement was also executed by the grantees, to the effect that, in case they should sell the premises, they would procure from their vendees agreements assuming their obligations to execute releases, and that each subsequent owner should be compelled so to do. This agreement contained the stipulation: "But this agreement shall not be construed in any manner as a lien or incumbrance, or binding or affecting said described premises." Defendants held title through several mesne conveyances, that by which they acquired title, however, containing no reservation or mention of the agreement. In this action to compel defendant to execute a release, or to have the amount of plaintiff's recovery declared a lien upon the premises, *held,* that defendants should be required to execute the release. *Maurer* v. *Friedman et al.* (1908), 110 N. Y. Supp. 320.

There seems to be no authority, outside of New York, precisely in point. In *Western Union Tel. Co.* v. *Shepard,* 169 N. Y. 170, 62 N. E. 154, 58 L. R. A. 115, it was held, upon a similar state of facts, but where the defendant was the plaintiff's grantee, that if the grantee collected damages, he would hold them in trust for his grantor. The reservation, however, was held to be ineffectual to preserve any right of action in favor of the grantor against the railroad company, since title to the easements passed by the grant. In *Schomacker* v. *Michaels,* 189 N. Y. 61, 81 N. E. 555, the action was, as in the principal case, against a subsequent grantee, but as the case was before the Court of Appeals on another ground, the main question was not there decided. It was held, however, that the action was one involving title to real estate, and one in which a *lis pendens* might

properly be filed. In the principal case the court states, in support of its opinion, the doctrine that a covenant need not be one technically running with the land in order to be enforced against a subsequent grantee with constructive notice; but it would seem that this view is hardly necessary where it is held that the reservation in the plaintiff's deed is effectual to secure to the grantor any damages that may be recovered by the grantee. INGRAHAM, J., dissented, on the ground that the reservation was ineffectual to reserve any title to or interest in the property, amounting to nothing more than a personal covenant by the plaintiff's grantee, which is not binding upon a subsequent grantee who has not expressly assumed it or whose conveyance was not made subject to it.

DESCENT AND DISTRIBUTION—MURDERER'S RIGHT TO TAKE HIS STATUTORY SHARE OF HIS VICTIM'S ESTATE.—A husband murdered his wife and three hours afterward took his own life. A statute of Missouri, Rev. St. 1899, § 2938 (Ann. St. 1906, p. 1694), provides that when a wife shall die childless, her widower shall be entitled to one-half the real and personal property belonging to her at the time of her death. Under this statute the children of the murderer, by his first wife (the wife murdered having died childless), claimed as his heirs one-half the total estate of the murdered wife. *Held,* that, by his own felony, the husband deprived himself of any right he might acquire under the statute and that he had not therefore any estate in his wife's property to which his heirs might succeed. *Perry* v. *Strawbridge et al.* (1907), 209 Mo. 621, 108 S. W. 641.

The question as to whether a murderer may take either as heir-at-law or as a beneficiary under the will of his victim has given rise to some interesting decisions, and has been the subject of no little legal controversy. 4 MICH. L. REV. 653 contains a note on this question in which it is pointed out, indeed the court in the principal case frankly admits, that the weight of judicial authority is against the decision here. Supporting this case are *Box* v. *Lanier* (1903), 112 Tenn. 393, 79 S. W. 1042, 64 L. R. A. 458 (with one justice dissenting), and *Riggs* v. *Palmer* (1889), 115 N. Y. 511, 22 N. E. 188, 5 L. R. A. 340, 12 Am. St. Rep. 819 (with two justices dissenting). The cases cited supra and the principal case practically stand alone among the decisions on this subject. Although similar cases have been in the courts for adjudication since 1889, the date of the earliest of the cases supra, no court in giving final judgment ventured, in the face of authority, to follow what is undoubtedly the weight of reason until *Box* v. *Lanier* in 1903. In 1891 *Shellenberger* v. *Ransom,* 31 Neb. 61, 47 N. W. 700, 28 Am. St. Rep. 500, 10 L. R. A. 810, squarely followed *Riggs* v. *Palmer,* supra, the opinion of COBB, C. J., coinciding with the views of GATES, J., in the principal case, but in the Nebraska case on a rehearing the court with an undivided bench repudiated its former holding. 4 HARV. L. REV. 394 approved the case of *Riggs* v. *Palmer* as to its result, but not as to its reasoning; it was there pointed out that the murderer was not wholly barred by his felony, and suggested that he should be given a bare legal title sufficient to pass an estate to innocent